California Pacific Medical Center *and* Healthcare Workers Union Local 250, Service Employees International Union, AFL–CIO. Case 20–CA–28916

July 29, 2002

DECISION AND ORDER

BY CHAIRMAN HURTGEN AND MEMBERS COWEN AND BARTLETT

On May 15, 2001, Administrative Law Judge Gerald A. Wacknov issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondent filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and the complaint is dismissed.

Dated, Washington, D.C., July 29, 2002

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Peter J. Hurtgen, Chairman

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William B. Cowen, Member

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Michael J. Bartlett, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

[1] Citing *Allison Corp.*, 330 NLRB 1363, 1365 (2000), the judge found that art. V, sec. 17, of the parties' collective-bargaining agreement was a "clear and unmistakable waiver" by the Union of its statutory right to bargain over the Respondent's decisions to lay off unit employees and to shift work within the unit. Therefore, the judge concluded that the Respondent did not violate Sec. 8(a)(5) by taking the unilateral actions in issue here.

Chairman Hurtgen concurred in the result in *Allison Corp.* on the basis of his "contract coverage" analysis, and he adheres to that position here. 330 NLRB at 1365 fn. 13.

Members Cowen and Bartlett did not participate in *Allison Corp.* and express no view regarding the correctness of that decision or the continued validity of the Board's "clear and unmistakable waiver" analysis in cases such as the instant matter. Nevertheless, they agree with the judge's conclusion that the General Counsel has failed to prove that the Respondent violated the Act as alleged in the complaint. Because the same result is reached under both current Board law applying the "clear and unmistakable waiver" analysis and the Chairman's "contract coverage" analysis, Members Cowen and Bartlett find it unnecessary to decide in this case which approach is legally correct.

Jill H. Coffman, Esq., for the General Counsel.
Wm. Franklin Birchfield III, Esq. (O'Melveny & Myers LLP), of San Francisco, California, for the Respondent.

DECISION

STATEMENT OF THE CASE

GERALD A. WACKNOV, Administrative Law Judge. Pursuant to notice a hearing in this matter was held before me in San Francisco, California, on February 20, 2001. The charge was filed on January 27, 1999, by Healthcare Workers Union Local 250, Service Employees International Union, AFL–CIO (Union). A first amended charge was filed by the Union on June 7, 1999, and a second amended charge was filed by the Union on June 11, 1999. Thereafter, on August 31, 1999, the Regional Director for Region 20 of the National Labor Relations Board (Board) issued a complaint and notice of hearing alleging violations by California Pacific Medical Center (CPMC or Respondent) of Section 8(a)(1) and (5) of the National Labor Relations Act (Act). The Respondent, in its answer to the complaint, duly filed, denies that it has violated the Act as alleged.

The parties were afforded a full opportunity to be heard, to call, examine, and cross-examine witnesses, and to introduce relevant evidence. Since the close of the hearing, briefs have been received from counsel for the General Counsel (General Counsel) and counsel for the Respondent. On the entire record, and based upon my observation of the witnesses and consideration of the briefs submitted, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent is a California corporation with offices and places of business located in San Francisco, California, where it is engaged in business as a health care institution in the operation of an acute-care hospital and related facilities. In the course and conduct of its business operations the Respondent annually derives gross annual revenues in excess of $250,000 and annually purchases and receives goods and materials valued in excess of $50,000 which originate from points outside the State of California. It is admitted and I find that the Respondent is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and is a health care institution within the meaning of Section 2(14) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

It is admitted and I find that at all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICE

A. The Issues

The principal issue in this proceeding is whether the Respondent laid off unit employees and made other changes in violation of Section 8(a)(1) and (5) of the Act by deciding to institute the changes and layoffs without prior notification to and bargaining with the Union over its decisions.

B. The Facts

After a series of mergers of some five separate hospitals, CPMC is now a single multi-campus medical center. The Union has represented employees at the individual predecessor hospitals for decades, and has continued representing such em-

ployees following the mergers. Currently the Union represents a single overall unit of employees including licensed vocational nurses, hospital attendants, and dietary and housekeeping employees at the three campuses of CPMC. A different union represents the Hospital's registered nurses. The three campuses of CPMC are known as the Pacific Campus, the California Campus, and the Davies Campus.[1] The California Campus is comprised of what were formerly two separate hospitals located across the street from each other; the complex located on the east side of the street is commonly referred to as the California East facility while the complex located on the west side of the street has simply retained its identity as the California facility.

The last contract between the parties extended from November 21, 1998, until November 22, 2000. Currently, while the bargaining relationship has continued, there is no collective-bargaining agreement in effect.

In late 1998, without notification or prior bargaining with the Union, CPMC decided to consolidate its acute rehabilitation inpatient unit at the California facility with the acute rehabilitation inpatient unit at the Davies Campus, located 2 miles away, for several reasons which were explained to the Union during a meeting on December 7, 1988. This consolidation would result in the need for fewer LVNs. The December 7 discussions of the parties were "memorialized" in a December 10, 1998 letter to the Union's field representative, Steve Tadeusik, from CPMC's assistant director of human resources, Robert Bassine, inter alia, as follows:

> Firstly, the purpose for consolidating Acute Rehabilitation on the Davies Campus is to improve operational efficiencies and more effectively care for our patients. Specifically, the Medical Center is currently operating two separate Acute Rehabilitation inpatient units, both with less than optimal patient census' [sic]. Physically consolidating these two units allows the Medical Center to improve and/or enhance efficiencies and quality of patient care. Furthermore, the Acute Rehabilitation unit on the Davies Campus is an exceptional site for our rehabilitation patient [sic] as it contains a rehab pool and physical/occupational therapy area.

In addition, CPMC decided, again without notification or prior bargaining with the Union, to have a reduction-in-force in post acute services.[2] This is a separate and distinct matter from the consolidation of the two acute rehabilitation units. The reduction-in-force would be accomplished by converting the post acute services unit at the California facility to an obstetrics (OB) overflow unit,[3] and by reducing the number of post acute beds and/or services in the three California East post acute services units. These changes would result in the need for fewer LVNs and hospital Attendants. Bassine's aforementioned December 10 letter states as follows regarding this matter:

> Moreover, the reduction in force in Post Acute Services, as I outlined to you in our recent meeting, is the result of changes in 1999 Medicare reimbursement rates as they pertain to skilled nursing patients and the services they receive.[4]

The letter concludes as follows:

> Thirdly, during our December 7th meeting, I outlined for you the cumulative impact the aforementioned changes would have on members of the bargaining unit. Specifically, I stated that approximately fourteen (14) LVNs and eight (8) Hospital Attendants would suffer job loss during the changes. Furthermore, I indicated that the actual impact on the unit had not been fully determined and that I would provide you with the *actual* numbers in the form of a final notification sometime this week. You can expect to receive this notice no later than 5:00 pm on Friday, December 11, 1998. Lastly, I stated that this notification would be in accordance with both the existing Agreement between the two parties as well as past practice between the Medical Center and the union. (Original emphasis.)

The parties exchanged further letters and had another meeting regarding the aforementioned changes, and on December 31, 1998, Bassine sent the following letter to the Union:

> Re: Indefinite Layoffs/Job Changes/Schedule Changes Nursing Seniority Department
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> Dear Mr. Tadeusik:
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> This letter responds to your letter of December 7, 1998 seeking to bargain over CPMC's implementation of layoffs in Post-Acute Services and Acute Rehabilitation and requesting information relating to those layoffs. This letter also confirms my oral notice to Local 250 on December 7, 1998 that CPMC intends to implement layoffs in those departments in accordance with the terms and conditions set forth in the collective bargaining agreement between Local 250 and CPMC, Article V, Sections 12 and 13.
>
> With respect to your demand that CPMC bargain over the layoffs, CPMC does not believe it has an obligation to bargain over its decision, as the collective bargaining agreement sets forth the procedure CPMC must follow in order to implement layoffs. On numerous prior occasions, CPMC has laid off employees in conformity with that procedure, without bargaining with Local 250 over CPMC's decision. CPMC's present actions are likewise in conformity with the collective bargaining agreement and the past practice of the parties. If Local 250 contends that CPMC must bargain over these layoffs, please provide an explanation for this position.
>
> CPMC does not object to providing relevant information relating to the layoffs or meeting with Local 250 to discuss the layoffs and their impact on the bargaining unit. Indeed, CPMC and the Union have already met on Tuesday December 22, 1998 to again discuss this matter prior to implementation of the layoffs on January 17, 1999. Additionally, the

[1] The Davies Campus was added to CPMC in July 1998.

[2] Post acute services is a skilled nursing facility unit, also referred to as a sub-acute medical unit.

[3] The maternal/child (OB) overflow unit, formerly located at the California East facility, was to be relocated to the space formerly occupied by the California facility's post acute services unit. This was done to enlarge OB services as a result of legislation requiring hospitals to provide new mothers with longer hospital stays, and also for safety and security reasons as the OB overflow unit at the California East facility was accessible to hospital exits, the delivery dock, and dumpsters, and new mothers and their families found this location objectionable. Insofar as the record shows, the relocation of this overflow unit did not result in any reduction in the number of OB unit employees.

[4] While this explanation for the reduction-in-force is rather abbreviated, the record contains no further explication. It appears that changes in Medicare reimbursement effected the number of patients who would be eligible for skilled nursing services and/or the length of their hospital stays and the particular types of services to which they would be entitled; accordingly, the numbers of LVNs and Hospital Attendants in these units would similarly be effected.

> Medical Center and the union have agreed to meet again on January 5th and 7th to address any remaining concerns the union has regarding the impending reduction in force. Although Local 250 has since canceled our January 7th meeting, CPMC remains available for additional meetings next week and the week after.
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> # # #
>
> The layoffs and related personnel changes are proposed to take effect on January 17, 1999. As I explained on December 7th, December 22nd and in my prior correspondence, these layoffs result from several factors. First, CPMC is consolidating its Physical Rehabilitation inpatient nursing services on the Davies Campus. CPMC has also determined that it must close 4 West on the California Campus as a Skilled Nursing Unit so that CPMC may use this unit as an OB overflow unit. In addition, the federal government has implemented certain changes in its reimbursement regulations for medical services for skilled nursing patients for next year.

Thereafter the letter goes on to state that approximately four LVNs will be laid off as a result of the "Consolidation" of the Physical Rehabilitation inpatient nursing services, that approximately 9 LVNs and 9 Hospital Attendants will be laid off as a result of the "Reduction" of Post Acute Services, and that, "A number of related job/schedule changes will also occur,[5] and all proposed positions in the affected position classifications will be posted for bidding."[6]

In reply to Bassine's aforementioned letter, the Union wrote to the Respondent on January 2, 1999, protesting the Respondent's implementation of the proposed changes "before bargaining is completed," and setting forth its position as follows:

> Our demand to bargain is based on the change in working conditions proposed by the Medical Center. It is very clear that the closure [of the Post Acute Services unit at the California facility] and the relocation and consolidation [of the Acute Rehabilitation inpatient unit at the California facility with the Acute Rehabilitation inpatient unit at the Davies Campus] constitute changes in working conditions for all affected employees. The collective bargaining agreement is supplemented by the procedures outlined in the NLRA, which specifies that changes in working conditions must be bargained. In addition, Local 250 has historically asserted our right to bargain over changes in working conditions.

After several further meetings the Respondent conducted the rebid and implemented the changes.

Article V of the collective-bargaining agreement between the parties is entitled "Seniority and Job Vacancies." The language contained in article V has continued without change in successive collective-bargaining agreements since January 1, 1992. Article V, section 12 is entitled "Indefinite Layoffs," and sets forth an elaborate system of bidding and bumping rights in the event of indefinite layoffs. Article V, section 13, entitled "Notice of Job Change/Layoff," specifies, inter alia:

> In the event the Medical Center must implement job changes or indefinite layoffs, the Medical Center will provide the Union and the affected employees at least two weeks' advance notice of departments[7] in which a job change or indefinite layoff may occur . . . . Such notice to the Union will include the number of employees affected, the positions to be eliminated or changed, the hours and schedules assigned to such positions, and if applicable, the remaining positions which may be available for bid.

Article V, section 17, entitled "Staffing and Seniority," is as follows:

> Subject to the limitations and provisions of this contract, the Medical Center has the right to determine its staffing (including the number of jobs, the hours assigned to such jobs, and the changes to be made, if any). It is the intent of Article V to protect the most senior employees in the case of layoffs or job changes, and to preserve their shift and hours as much as is practical under the circumstances.

The Respondent introduced into evidence a series of written notifications from the Respondent to the Union regarding layoffs. The notifications reflect the following:

> 1. On October 19, 1993, the Union was notified that, "In accordance with Section 13, Notice of Job Change/Layoff, this will serve as notice that there will be indefinite layoffs in the Dietary Department effective Monday, November 8, 1993 . . . . These layoffs are a result of ongoing operational needs and will affect 7.5 FTE's [Full Time Employees] on all shifts in the classification of Food Service Aide."
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> 2. On November 12, 1993, the Union was notified that "there will be job changes and layoffs for employees in the Psychiatry Department. These changes will be administered in accordance with Section 13, Notice of Job Changes/Layoff . . . . There will be eight effected employees. We will be eliminating four LVN/Psychiatric Technician positions. There will be six available Hospital Attendant positions. The attachment outlines the positions, shifts and scheduled hours which will be eliminated and the positions remaining for bid."
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> 3. On November 22, 1993, the Union was notified, in accordance with article V, section 13, of job changes and layoffs in the environmental service, laundry and linen departments.

[5] The Union was notified that the nursing "matrix" or nursing staffing mix in the effected departments was to be included in the changes and layoffs that would be made. The matrix schedule sets forth how many RNs (who are not represented by the Union), LVNs, and hospital attendants should be on duty for any particular census (number of patients in the unit).

[6] As it turns out, because of normal turnover and the need for more LVNs or Hospital Attendants in other units, and further, because of the concept of a "float pool" advanced by the Union during effects bargaining, 22 unit employees were not laid off, as anticipated; rather, 3 unit employees had their hours reduced but were retained as regular employees, and 7 LVNs, although losing benefits, were assigned to the float pool and, apparently being given priority over registry personnel, were utilized on an on-call basis when necessary.

[7] The term "department" refers to the classification of unit employees on a hospital-wide basis; for example all "Environmental Service/Laundry/Linen" employees regardless of where they may work or what jobs they may perform, are in a single seniority department, and, similarly, LVNs and hospital attendants, regardless of where they may work or what jobs they may perform, are in a single nursing seniority department. Thus, when a layoff occurs the employees to be laid off may bump into any other job for which they may be eligible and qualified. This is potentially very disruptive, and may have the effect of creating, according to record testimony, a hospital-wide musical chairs scenario in a given seniority department.

4. On December 2, 1993, the Union was advised that one employee was to be laid off in the central processing department.

5. On December 4, 1993, the Union was advised that in accordance with article V, sections 12 and 13, there would be the elimination of a total of 4 full-time hospital attendant positions in central distribution.

6. On January 4, 1994, the Union was advised that in accordance with article V, section 13, two positions would be eliminated in food and nutrition services.

7. On June 6, 1994, the Union was advised that 2 cooks and 15 food service aids would be eliminated.

8. On December 1, 1994, the Union was advised that in accordance with article V, sections 12 and 13, "this letter serves to formally notify the Union of impending indefinite layoffs, job changes, and schedule changes in the Nursing and Surgery Seniority Departments."

9. On August 2, 1995, the Union was notified that in accordance with article V, sections 12 and 13, "this letter serves to formally notify the Union of impending indefinite layoffs, job changes, and schedule changes in the Physical Therapy Department," and that 1.6 FTE's would be eliminated.

10. On August 2, 1995, the Union was advised that in accordance with article V, sections 12 and 13, approximately 30 environmental service/laundry/linen seniority department employees would be laid off.[8]

11. On October 27, 1995, the Union was advised that in accordance with article V, sections 12 and 13, "this letter serves to formally notify the Union of impending indefinite layoffs, job changes, and schedule changes in the Environmental Service/Laundry/Linen Seniority Department."

12. On January 7, 1997, the Union was notified that in accordance with article V, sections 12 and 13, "this letter serves to formally notify the Union of impending indefinite layoffs, job changes, and schedule changes in the Environmental Service/Laundry/Linen Seniority Department."

Assistant Human Resources Director Bassine testified that he was familiar with each of the aforementioned layoffs, that they did in fact take place, that if any bargaining had occurred regarding the layoff decisions it would have been his responsibility to conduct such bargaining, and that, in fact, there has never been any bargaining with the Union, at any time, over the Respondent's prior decisions to lay off unit employees. Further, no unfair labor practice charges, prior to the instant charge, were filed by the Union alleging that the Respondent had failed to bargain over the layoff decisions, and no grievances were filed under the contractual grievance procedure regarding these layoffs.[9]

Bassine testified that the collective-bargaining agreement is clear, and that article V, section 17 is the section of the agreement that confers upon the Respondent the right to decide to lay off employees without bargaining with the Union about the decision. Bassine further acknowledged that he is very much aware of the Respondent's obligation to engage in effects bargaining regarding such layoff decisions. To this end the Respondent held various meetings and discussions with the Union, and furnished certain requested information to the Union.

John Borsos, administrative vice president of the Union and director of the Union's hospital division, is responsible for supervising the Union's field staff. Borsos testified that during the 1998 contract negotiations Bassine misled the Union by falsely assuring Borsos that Bassine knew of no layoffs that were being contemplated by the Respondent at that time.[10] Further, Borsos, while at one point in his testimony implying that there may have been decision bargaining over some of the aforementioned layoffs, seems to have admitted that in fact no such bargaining occurred. Thus, Borsos testified that the layoff process, as exemplified by the aforementioned series of layoffs over the years, had engendered a great deal of frustration within the Union, and that

> Well, this [the instant situation] is a textbook example of how the rebid process was abused [in the past]. *Rather than sit down and talk to us and bargain with us over the changes, both the decision and its effects around the layoff*, the hospital has relied on this provision in the contract and just announced all the positions to be opened and forced us to figure out, when they've done it like this, to try to force us to figure out what's going on as opposed to sitting down and discuss [sic] it. [Emphasis added.]

Thus, the testimony of Borsos seems to coincide with that of Bassine regarding the absence of prior decision bargaining over layoffs.[11]

C. Analysis and Conclusions

The parties' lengthy collective-bargaining agreement does not contain a typical management rights clause. Rather, it appears that the only rights of management are contained in article V, section 17, entitled "Staffing and Seniority," as follows:

> Subject to the limitations and provisions of this contract, the Medical Center has the right to determine its staffing (including the number of jobs, the hours assigned to such jobs, and the changes to be made, if any). It is the intent of Article V to protect the most senior employees in the case of layoffs or job

[8] Regarding this layoff, Bassine testified that it was mandated by the closure of the Garden Campus, a hospital that was formerly part of CPMC but is no longer in existence. Thus, apparently, some 30 environmental service/laundry/linen seniority department employees were unable to be absorbed into the remaining campuses.

[9] I credit this testimony of Bassine.

[10] Contrary to the testimony of Borsos, I find that Bassine did not mislead the Union during contract negotiations in November 1998, by stating that he knew of no layoffs that were being contemplated by management; Bassine, whom I credit, had not yet been advised of such layoffs. Further, as there is no complaint allegation that the Respondent failed to bargain in good faith during the 1998 contract negotiations, this contention by Borsos is not an issue in this proceeding.

[11] It seems clear from the testimony of Borsos, and the related NLRB charge in Case 20–CA–29267–1 filed on August 3, 1999, that Borsos was mistaken when he testified that the Union filed a charge in 1998 with the Board over an alleged refusal to bargain matter. As the charge to which Borsos was referring was filed in August 1999, and post-dated the charge in this matter filed in January 1999, the surrounding circumstances are not relevant to the issues presented in this proceeding. As noted on the record, the charge in Case 20–CA–29267–1, attached as an addendum to Respondent's brief, was received as a post-hearing exhibit in this proceeding. The declaration of Respondent's counsel, and the letter of agreement, also attached as addenda to the Respondent's brief, appear to be unnecessary under the circumstances, and are rejected.

changes, and to preserve their shift and hours as much as is practical under the circumstances.

While the contract contains extensive provisions governing the rights of employees, and includes an elaborate procedure to be followed in the event of layoffs, there is no limitation on the Respondent's right to lay off, that is, to invoke the contract's layoff procedure. The General Counsel maintains that the contract language does not give the Respondent the right to lay off without bargaining with the Union; rather, section 17 merely gives the Respondent the right to "determine its staffing." Thus, it is argued, that the contract is ambiguous on this point and does not comport with the requisite "clear and unmistakable waiver" test required by the Board.[12] Contrary to the position of the General Counsel, I conclude that the contract language is not ambiguous, as section 17 gives the Respondent the right to determine the "number" of jobs, clearly meaning that it may reduce the number of jobs, and specifically refers to the fact that the most senior employees are to be protected "in the case of layoffs or job changes."

Further, as noted above, the past practice of the parties demonstrates that the Respondent has historically exercised, on numerous occasions, the right to lay off without prior bargaining about the decision to do so. A clear and unmistakable waiver may be inferred from past practice.[13] I find no merit in the General Counsel's argument that such evidence is not necessarily probative of the Respondent's position, but may merely imply that in past layoff situations the Union elected not to request and engage in decision bargaining. First, it is unlikely that in each and every past layoff situation the Union would have elected not to assert a right to engage in decision bargaining if it believed it had that right. Secondly, the testimony of Union Administrative Vice President Borsos, set forth above, is precisely on point: Borsos testified that over the years the Union has been frustrated by the Respondent's reliance upon the layoff provisions of the contract and its refusal to bargain about the layoff decisions.[14] This shows that the Union's frustration is with the language of the contract that permitted the Respondent to unilaterally make layoff decisions.

The General Counsel also argues that, assuming arguendo the contract gives the Respondent the right to unilaterally lay off employees, it does not clearly and unmistakably give the Respondent the right to first unilaterally consolidate or close or move hospital units, or change the staffing matrix, prior to laying off the employees, as there is nothing specific in the contract conferring these rights upon the Respondent. I find that the language of section 17, giving the Respondent the right to determine the number of jobs and any staffing changes to be made, necessarily incorporates the corresponding right to close, consolidate or move hospital units, or change the staffing matrix in the manner that it deems will best accommodate the layoffs it intends to make; these changes are an integral part of the layoff and staffing decision. For example, it appears that the right of an employer to subcontract work necessarily confers upon that employer the right to lay off employees who had performed that work even though the management rights clause does not specifically mention layoffs. See *Allison Corp.*, supra. Similarly, if an employer has an unfettered right to lay off employees, and decides to lay off all the employees in a given unit, it follows that the employer would not be obligated to bargain about the decision to close that unit. I find the General Counsel's contention to be without merit.

I find that the record evidence shows that the Respondent engaged in extensive and good faith effects bargaining pursuant to the Union's request, both before and after the official announcement of the layoffs and prior to the rebid and implementation of the changes. It is admitted that the Respondent has refused to provide certain requested information to the Union because of time and expense constraints and, additionally, because the requested information would only be relevant to decision bargaining. I find that the information requested by the Union regarding census and staffing data over a period of several years is not relevant to effects bargaining and that under the circumstances the Respondent had no obligation to furnish such information. I shall dismiss these allegations of the complaint.

On the basis of the foregoing, I shall dismiss the complaint in its entirety.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent has not violated the Act as alleged in the complaint.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[15]

ORDER

The complaint is dismissed in its entirety.

Dated, San Francisco, California, May 15, 2001

[12] *Allison Corp.*, 330 NLRB 1363 (2000).

[13] *Kiro, Inc.*, 317 NLRB 1325, 1328 (1995); *Allison Corp.*, supra at 1364.

[14] Cf., Allison Corp., supra, p. 5, fn. 18.

[15] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.